

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM389714

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
COLOR IMAGE APPAREL, INC.		06/29/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	39200 SIX MILE ROAD		
<b>Internal Address:</b>	MC 7578		
<b>City:</b>	LIVONIA		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	Banking Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86741208	ALO YOGA	
<b>Serial Number:</b>	86741238	ALO	
<b>Serial Number:</b>	86764916	GODDESS LEGGING	
<b>Serial Number:</b>	86710461	GODDESS RIBBED LEGGING	
<b>Serial Number:</b>	86710452	MESH GODDESS LEGGING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138915788		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	213-891-5935		
<b>Email:</b>	hpanneck@buchalter.com		
<b>Correspondent Name:</b>	Helen Panneck		
<b>Address Line 1:</b>	1000 Wilshire Blvd., Ste. 1500		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017		
<b>ATTORNEY DOCKET NUMBER:</b>	C5765-0014		
<b>NAME OF SUBMITTER:</b>	Helen Panneck		
<b>SIGNATURE:</b>	/Helen Panneck/		
<b>DATE SIGNED:</b>	06/29/2016		

CH \$140.00 86741208

**Total Attachments: 3**

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source=Color Image Grant of security interest on Trade Marks#page3.tif

**GRANT OF SECURITY INTEREST IN TRADEMARKS**

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which is acknowledged, **COLOR IMAGE APPAREL, INC.**, a California corporation ("Grantor"), grants to **COMERICA BANK**, a Texas banking association, as the Agent for the benefit of the Lenders party to that Revolving Credit and Term Loan Agreement dated as of May 14, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time the "Credit Agreement") among Grantor, Agent and the Lenders, a security interest and all of Grantor's right, title and interest in and to the following whether existing now or later or on which Grantor now has or later acquires an interest, and wherever the same may be located ("Trademark Collateral"):

1. All rights, title and interest (including rights acquired pursuant to a license or otherwise, but only to the extent permitted by the agreements governing such license or other use and without resulting in the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein) in and to the following trademarks (collectively, the "Trademarks") described on Exhibit "A".
2. All Proceeds, products, rents and profits of or from any and all the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise in respect of any of the foregoing Trademark Collateral. For these purposes, the term "Proceeds" includes whatever is received or receivable when any Trademark Collateral or other proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor has granted the security interest under this instrument pursuant to the terms of the Security Agreement dated as of May 14, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time the "Security Agreement") made by Grantor to Agent for the purposes of security as provided in the Security Agreement. Grantor acknowledges and affirms that the rights, privileges and remedies of Agent with respect to the security interest in the Trademark Collateral granted in this instrument are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated in this instrument by this reference.

*[Signature Page Follows]*

Grantor has executed and delivered this Grant of Security Interest in Trademarks as of June 29, 2016.

GRANTOR:

**Color Image Apparel, Inc.,**  
a California corporation

By: 

Name: Marco DeGeorge

Its: Co-President

Address of Grantor:

Color Image Apparel, Inc.  
6670 Flotilla Street  
City of Commerce, California 90040  
Attention: Daniel Harris

EXHIBIT A TO GRANT OF SECURITY INTEREST IN TRADEMARKS

U.S. Trademarks

<b>Trademark</b>	<b>Serial/Reg. No.</b>	<b>Ownership of Record</b>	<b>Security Interest</b>
ALO YOGA	86741208	Color Image Apparel, Inc.	None Recorded
ALO	86741238	Color Image Apparel, Inc.	None Recorded
GODDESS LEGGING	86764916	Color Image Apparel, Inc.	None Recorded
GODDESS RIBBED LEGGING	86710461	Color Image Apparel, Inc.	None Recorded
MESH GODDESS LEGGING	86710452	Color Image Apparel, Inc.	None Recorded